



Loudoun County, Virginia

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**REQUEST FOR PROPOSAL**

**OPERATION OF YOUTH SHELTER FACILITY**

**ACCEPTANCE DATE:** Prior to 4:00 p.m., September 8, 2008 "Local Verizon time"

**RFP NUMBER:** QQ-01429

**ACCEPTANCE PLACE:** Department of Management and Financial Services  
Division of Procurement, MSC #41C  
One Harrison Street, SE, 4<sup>th</sup> Floor  
Leesburg, Virginia 20175

A Pre-Proposal Conference will be held on August 14, 2008 at 2:00 P.M. at the Loudoun County Youth Shelter, 16450 Meadowview Court, Leesburg, VA 20175 for clarification of any questions on the specifications and a site visit.

Requests for information related to this Proposal should be directed to:

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Contracting Officer  
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E-mail address: [courtney.raye@loudoun.gov](mailto:courtney.raye@loudoun.gov)

This document can be downloaded from our web site:  
[www.loudoun.gov/procurement](http://www.loudoun.gov/procurement)

Issue Date: August 5, 2008

**IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.**

## REQUEST FOR PROPOSAL

### OPERATION OF YOUTH SHELTER FACILITY

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Prepared By: Courtney L. Raye, CPPB /s/ Date: 8/5/2008  
Contracting Officer

# **OPERATION OF YOUTH SHELTER FACILITY**

## **1.0 PURPOSE**

The intent of this Request for Proposal is to obtain fixed price proposals from qualified organizations to operate the Loudoun County Youth Shelter which is located at 16450 Meadowview Court, Leesburg, VA 20175. The successful Contractor shall provide a wholesome, safe and stimulating environment to youths appropriate for a non-secure residential environment. In addition, the successful Contractor shall provide support services to residents, such as recreational programs and transportation. The County anticipates awarding a one (1) year contract with four (4), one (1) year renewal options for a maximum five (5) year contract.

## **2.0 COMPETITION INTENDED**

It is the County's intent that this Request for Proposal (RFP) permit competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than ten (10) days prior to the date set for acceptance of proposals.

## **3.0 BACKGROUND INFORMATION**

The Loudoun County Youth Shelter (the "Shelter") opened as a ten (10) bed facility in 1981 as a result of several years of community effort to provide services for runaway and homeless youths. During the early years, the population served shifted from youths who were out of their homes for the first time to youths with multiple agency involvement. While the original population was primarily first time runaways, victims of child abuse and status offenders, there has been a significant increase in the number of delinquents, youths with a history of residential and court placements and post-dispositional youths. Court involved youths now make up about 76% of the residential population.

The present Shelter, located near Leesburg Airport, was constructed in 1989 with a capacity of twelve (12) beds.

### **Current Status**

During Fiscal Year 2008, 168 youths were served by the Shelter. The average length of stay for these youths was 26 days. The annual utilization rate during FY 08 was 101%.

Prior to 1997, the Shelter was operated by County staff; however, the Loudoun County Board of Supervisors subsequently voted to privatize Shelter services beginning in FY 99. North American Family Institute, based in Danvers, Massachusetts, was awarded the Contract and the shelter opened under their supervision in March 1999.

Oversight will continue to be provided by a Contract Administrator, or designee within the Loudoun County Department of Family Services who will participate in evaluating the Shelter program. The involvement of the Contract Administrator will be key in the continuation of the Contract. Additional financial oversight will be conducted by the County's Department of Management & Financial Services.

#### **4.0 OFFEROR'S MINIMUM QUALIFICATIONS**

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. All offerors shall submit documentation with their proposal indicating compliance with the minimum qualifications. Failure to include any of the required documentation may be cause for proposal to be deemed non-responsive and rejected. The following criteria shall be met in order to be eligible for this contract:

- A. Offeror shall provide proof that they meet all requirements of the Interdepartmental Regulation of Residential Facilities for Children Standards and all Code of Virginia requirements.
- B. Offeror shall have a minimum of three (3) years experience in providing youth residential services similar in size and scope to those services required by Loudoun County.

#### **5.0 SCOPE OF SERVICES**

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein.

5.1 The offeror shall be able to provide the following components for the Shelter:

- A. Short-term residential placements of males and females (under the age of eighteen years) who have been referred by Juvenile Court Services, are in the custody of the Department of Family Services, or referred by the Department of Mental Health/Mental Retardation/Substance Abuse Services, Child Protective Services, the Family Assessment and Planning Team of the Comprehensive Services Act or, on rare occasion, self referrals. Placements shall be based on a documented need which verifies that no other placement is recommended or appropriate for the child at the time of admission

and that there is an established plan by the admitting or referring agent to secure a more permanent placement for the child.

Typical reasons why children (most of whom are physically or sexually abused and/or neglected) are placed at the Shelter are that they are awaiting foster home placement, they are being reunited with family or relatives, or they are awaiting court hearings or the resolution of family problems. Children with a history of violence should be considered carefully for placement in the Shelter. In the past, the Shelter has accepted all court referred youths.

- B. Services 24 hours per day, 7 days per week, 365 days per year. Adequate and effective supervision of the residents is required on all shifts and at all times of the day and night. Coverage must meet or exceed licensing standards.
- C. Establish criteria for admission from placing agency. The criteria shall include a documented need for short-term placement which verifies that no other placement is recommended or appropriate for the child at the time of admission and that there is an established plan by the admitting or referring agent to secure a more permanent placement for the child.
- D. Health screening within seventy-two (72) hours of placement. In addition, the Contractor shall have the capability of providing nursing services.
- E. A wholesome environment which is safe, respectful, provides learning experiences and recreation, and teaches appropriate behavior management.
- F. Regular supervision by a clinically credentialed individual shall be provided to direct care staff.
- G. Appropriate and specified procedures to address the medical, educational, recreational and other needs and concerns of children and parents/legal guardians.
- H. Regular group and individual counseling aimed at anger and behavior management.
- I. Facilitate residents' involvement in other programs including school, and to support the case managers of residents in the Shelter to achieve their goals by working with all stakeholders in the Shelter.
- J. Transportation for residents to school, events, court as necessary, and/or groups as specified in their service plans. No vehicle or transportation costs will be borne by the County.

- K. Participation in interagency meetings which determine future needs of youths and provide basic information and referral services to the community at large.
- L. Utilize the Juvenile Tracking System for each resident (automated information system) according to Loudoun County Guidelines.

5.2 The Contractor shall maintain the Shelter, space and property as follows:

- A. Provide daily routine cleaning to maintain a healthy environment throughout the Shelter.
- B. Report all maintenance requests by submitting a maintenance request through the County's automated system.
- C. Ensure the proper operation, and coordinate with the County all maintenance and repairs for the lesser building components. These include but are not limited to, doors, locks, windows, plumbing fixtures, plumbing stoppages, electrical switches and outlets, lights and light fixtures, thermostats, cosmetic wall repairs, etc.

If a resident causes damage, the Contractor shall work with the Department of Family Services' Contract Administrator or designee to determine payment in full for the cost of repairs.

- D. Repair and replace furnishings and equipment valued at \$500 or less. Existing furnishings and equipment shall remain the property of the County and cannot be disposed of by Contractor.
- E. Program related items may be stored in a portion of the Shelter's garage with prior approval from Facilities Management.
- F. Up-keep of landscaped area, not including mowing.
- G. Allow access to health, fire, and other appropriate agencies for inspections to the Shelter as required by law,.
- H. The Contractor shall work directly with the County in developing, implementing, and maintaining all components as provided in Section 5.0, and assist in other related activities as requested by the County.

5.3 The County shall be responsible for providing the following components for the Shelter:

- A. Operating Services and Equipment:

1. Courier stop, interagency only, once per day.
2. Four (4) computers and one (1) printer for the Juvenile Tracking System, including system maintenance and updates.
3. Utility services.

B. Building Maintenance and Repairs:

1. Maintenance and repair of major components. These include but are not limited to, the roof, foundation, heat pumps, life/safety systems, major electrical and plumbing repairs and pavement.
2. Building maintenance caused by normal wear and tear. Services are provided based on available funding and level of priority.
3. Routine grounds care, parking lot maintenance, including snow and ice removal, trash collection, and recycling.
4. Thoroughly clean and sanitize kitchen stove, residential bathrooms and trashcans on a monthly basis.
5. Clean exterior windows, clean, wax and buff all tile floors on a quarterly basis.
6. Carpet cleaning for residential rooms on a quarterly basis, including removing all furniture, cleaning and dusting all surfaces, vacuuming, steam cleaning and cleaning and dusting all furniture before placing back in to room.
7. Pest control services.

5.4 The Contractor shall provide Fiscal and Program Management, including a quarterly budget, as follows:

1. Budget

- A. Submittal of an annual proposed operating budget in accordance with the guidelines provided by the County. The budget will cover January 1 through December 31 of each Contract year. The budget shall be broken down by quarters throughout the year. The proposed budget for subsequent Contract years must be presented to the County no later than August 1 of each year. The proposed budget shall be subject

to negotiation and a final budget will be approved by November 1 of each Contract fiscal year. The County reserves the right to terminate this Contract should the parties fail to agree on the amount of the proposed budget for any fiscal year.

- B. Revenue provided by the County for each fiscal year, shall be credited to that specific fiscal year.
- C. Costs exceeding the allocated budget shall be the responsibility of the Contractor. In addition, the Contractor shall be obligated to continue to fulfill all the components of the Contract.

## 2. Fiscal Accountability

- A. Provide reports, records, memoranda, or other documents concerning any fiscal matter or program related services (collectively the "records") provided, in such a manner and at such times as requested by the County for the time period of the Contract and for a period of two (2) years thereafter.
- B. Prepare monthly statement(s) of financial condition, which shall include detail of assets, liabilities, operating reserve, monthly and year-to-date income expenses.

## 5.5 Recruitment, training, and supervision of staff.

Staff at the Shelter shall be employees of the Contractor. However, since the County is ultimately responsible for the operation of the Shelter, the Contractor and County shall mutually agree to the hiring of key personnel (i.e., director, coordinator, etc.). At a minimum, the Contractor shall:

- A. Staff the Shelter with an experienced, qualified director.
- B. Recruit, train and supervise all staff.
- C. Provide a criminal and driving background check on all staff.
- D. Provide clinical and medical services.

## 5.6 Program Monitoring

In order to evaluate the delivery of services to the residents and to monitor County appropriations, a financial statement shall be maintained by the Contractor and submitted to the County on a monthly basis:

5.7 The Contractor shall maintain the following statistics and submit to the County on a quarterly basis:

A. Reason for referral to the Shelter.

5.8 Shutdown Procedures

The Contractor shall have specific procedures for shutdown, which include placement of current residents in appropriate settings.

## 6.0 CONTRACT TERMS AND CONDITIONS

The Contract with the successful offeror will contain the following Contract Terms and Conditions. **Offerors intending to require additional or different language must include such language with their proposal. Failure to provide offeror's additional Contract terms may result in rejection of the proposal.**

### 6.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Contract Administrator or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Contract Administrator or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Purchasing Agent and the Contractor.

### 6.2 Contract Period

The Contract shall cover the period from January 1, 2009 through December 31, 2009, or an equivalent period depending upon date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to four (4) additional one (1) year periods. Any renewal shall be based on the same prices, terms and conditions as the initial term.

Notice of intent to renew will be given to the Contractor in writing, normally ninety (90) days before the expiration date of the current term.

### 6.3 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL

Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

6.4 Payment of Taxes

All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

6.5 Insurance

- A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.
- B. The Contractor and all sub-contractors shall, during the continuance of all work under the Contract provide the following:
  - 1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
  - 2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
  - 3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.
- C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits

with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:

|             |            |
|-------------|------------|
| Coverage A: | Statutory  |
| Coverage B: | \$ 100,000 |
2. General Liability:

|                                |             |
|--------------------------------|-------------|
| Per Occurrence:                | \$1,000,000 |
| Personal/Advertising Injury:   | \$1,000,000 |
| General Aggregate:             | \$2,000,000 |
| Products/Completed Operations: | \$2,000,000 |
| aggregate                      |             |
| Fire Damage Legal Liability:   | \$ 100,000  |

**GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis**

3. Automobile Liability:

|                        |             |
|------------------------|-------------|
| Combined Single Limit: | \$1,000,000 |
|------------------------|-------------|

D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

  - a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or
  - b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a

certificate of insurance or a copy of the endorsement itself.

3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet it's obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
  4.
    - a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
    - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
  5.
    - a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
    - b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
    - c. Any certificates provided shall indicate the Contract name and number.
  6. The County, its officers and employees shall be named as an "additional insured" on the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest).
  7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.
- E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

- F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

6.6 Hold Harmless Clause

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys fees and costs related to the claim. This section shall survive the Contract.

6.7 Safety

All Contractors and subcontractors performing services for the County of Loudoun are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

6.8 Notice of Required Disability Legislation Compliance

Loudoun County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local

governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

#### 6.9 Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

#### 6.10 Employment Discrimination by Contractors Prohibited

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this contract, the Contractor agrees as follows:
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
  - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of

over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

6.11 Drug-free Workplace

Every Contract over \$10,000 shall include the following provision:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

6.12 Faith-Based Organizations

Loudoun County does not discriminate against faith-based organizations.

6.13 Immigration Reform and Control Act of 1986

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

6.14 Substitutions

NO substitutions or cancellations are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by the County at its sole discretion.

6.15 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and

courteous at all times. The County may, in writing, require the Contractor to remove any employee from work for reasonable cause as determined by the County. Further, the County may, from time to time, make inspections of the work performed under the Contract. Any inspection by the County does not relieve the Contractor from any responsibility in meeting the Contract requirements.

6.16 Exemption from Taxes

The Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. The County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax. The Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including but not limited to taxes on materials purchased by a Contractor for incorporation in or use on a construction project.

6.17 Invoicing and Payment

Contractor shall submit invoices in duplicate at the end of each calendar month, such statement to include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables and shall include progress reports.

Invoices shall be submitted to:

County of Loudoun, Virginia  
Department of Family Services  
102 Heritage Way, N.E., Suite 200  
Leesburg, VA 20176

All such invoices will be paid within forty-five (45) days by the County unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

6.18 Payments to Subcontractors

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

6.19 Assignment of Contract

The Contract may not be assigned in whole or in part without the written consent of the Purchasing Agent.

6.20 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not

amortized in the price of the supplies or services delivered under the Contract.

6.21 Contractual Disputes

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

6.22 Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

6.23 Applicable Laws/Forum

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun.

6.24 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an over night or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO CONTRACTOR:**

(TBD)

**TO COUNTY:**

County of Loudoun, Virginia  
Division of Procurement, MSC #41C  
1 Harrison St, SE, 4<sup>th</sup> Floor  
Leesburg, VA 20175  
Attn: Courtney L. Raye, CPPB

6.25 Licensure

To the extent required by the Commonwealth of Virginia or the County of Loudoun, the Contractor shall be duly licensed to sell the goods or perform the services required to be delivered pursuant to this Contract.

6.26 Registering of Corporation

The Contractor shall remain registered with the Virginia State Corporation Commission, if applicable, during the term of the Contract or any renewal.

6.27 Criminal Background Checks

Background checks shall be completed on all staff according to requirements stated in the Interdepartmental Regulation of Residential Facilities for Children Standards and all Code of Virginia requirements. The background checks will be handled in coordination with the Department of Family Services contract administrator or designee.

6.28 Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

- A. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
- B. Access or attempt to access information beyond their stated authorization.
- C. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

## **7.0 EVALUATION OF PROPOSALS: SELECTION FACTORS**

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror.

The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors submitting proposals shall include with that proposal statements on the following:

- 7.1 Ability to meet or exceed all requirements in Section 5.0. (30 points)
- 7.2 Credentials and related experience. (15 points)
- 7.3 Adequacy and availability of professional level staffing. (25 points)
- 7.4 Quality of Proposal Format. (5 points)
- 7.5 Compliance with Contract Terms and Conditions. (5 points)
- 7.6 Cost of services. (20 points)

The PAG will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The PAG may then conduct interviews with only the top ranked offerors, usually the top two (2) or three (3) depending upon the number of proposals received. Negotiations shall be conducted with offerors so selected. The PAG may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award.

## **8.0 PROPOSAL SUBMISSION FORMAT**

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

- A. Discuss your firm's ability to meet/exceed requirements in Section 5.0
- B. Discuss your firm's overall experience providing residential services to youths.
- C. Please discuss your firm's safety and emergency plan as it relates to operating the Shelter.

- D. Address your firm's provisions for educational services for youths not currently enrolled or attending a public or private school.
- E. Discuss what provisions are made for youths who are not in DFS custody or under court authority.
- F. Please define what type of juvenile is appropriate for placement in the shelter. In what circumstances would you accept or reject a referral?
- G. Number of staff to be provided at facility, staff experience and qualifications, specifically in the following areas:
  - 1. training to meet all licensing standards
  - 2. medical issues (health screens, nursing services, medicine distribution, etc.)
  - 3. recreation activities
  - 4. behavior management
- H. State your firm's compliance with the Contract Terms and Conditions as listed in Section 6.0. Specifically list any deviations.
- I. Provide a detailed budget breakdown showing each item, amount expected from the County, and other funding sources

## **9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS**

### **9.1 Submission of Proposals**

Before submitting a proposal, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part shall not relieve the Contractor of its contractual obligations. Technical and Price proposals must be submitted at the same time in separate sealed containers. Technical information provided shall not include price or cost data. The inclusion of price or cost data in the Technical proposal may be cause for the proposal being rejected. The Price proposal shall be submitted on the Request for Proposal pricing forms if provided. Include other information as requested or required. The proposal container must be completely and properly identified. The face of the container shall indicate the RFP number, time and date of acceptance, the title of the RFP, and whether it is the Technical or Price proposal. Proposals must be received by the Division of Procurement PRIOR to the hour specified on the acceptance date. Proposals may either be mailed or hand delivered to One Harrison Street, SE, 4th Floor, MSC #41C Leesburg, Virginia 20175. Faxed and e-mailed proposals will NOT be accepted.

9.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all offerors. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the Request for Proposal must give the RFP number, title, and acceptance date. Material questions will be answered in writing with an Addendum provided however, that all questions are received at least ten (10) days in advance of the proposal acceptance date. It is the responsibility of all offerors to ensure that they have received all addendums. Addendums can be downloaded from [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement).

9.3 Firm Pricing for County Acceptance

Proposal pricing must be firm for County acceptance for a minimum of ninety (90) days from proposal receipt date. "Discount from list" proposals are not acceptable unless requested.

9.4 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to Section 2.2-4342 of the Code of Virginia, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information.** Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

9.5 Authority to Bind Firm in Contract

Proposals **MUST** give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show **TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT**. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

9.6 Preparation and Submission of Proposals

- A. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- B. All attachments to the Request for Proposal requiring execution by the firm are to be returned with the proposals.
- C. Technical and price proposals are to be returned and submitted in separate sealed containers. The face of the container shall indicate the RFP number, time and date of public acceptance, and the title of the proposal.
- D. Proposals must be received by the Division of Procurement prior to the acceptance date and time. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- E. Each firm shall submit one (1) original and four (4) copies of their proposal to the County's Division of Procurement as indicated on the cover sheet of this Request for Proposal. The original proposal shall be clearly marked.

9.7 Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

9.8 County Furnished Support/Items

The estimated level of support required from County personnel for the completion of each task shall be itemized by position and man days.

The offeror shall indicate the necessary telephones, office space and materials the offeror requires. The County may furnish these facilities if the County considers them reasonable, necessary, and available for the Contractor to complete his task.

9.9 Subcontractors

Offerors shall include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The County reserves the right to reject the successful offeror's selection of subcontractors for good cause. If a subcontractor is rejected the offeror may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

9.10 References

All offerors shall include with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of proposal as non-responsive. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

9.11 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

9.12 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the County.

9.13 Prohibition as Subcontractors

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

9.14 Proposed Changes to Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The County reserves the right to accept or reject any proposed change to the scope.

9.15 Miscellaneous Requirements

- A. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's

capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.
- C. Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the County.
- D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

9.16 Notice of Award

A Notice of Award will be posted on the County's web site ([www.loudoun.gov](http://www.loudoun.gov)) and on the bulletin board located in the Division of Procurement, 4th floor, One Harrison St, SE, Leesburg, Virginia 20175.

9.17 Protest

Offerors may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

9.18 Debarment

By submitting a proposal, the offeror is certifying that offeror is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.

9.19 Registering of Corporation

Any corporation, LLC, or LLP transacting business in Virginia shall secure a certificate of authority, as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission (SCC), PO Box 1197, Richmond, VA. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/division/clk/diracc.html>. Certain isolated transactions or sales conducted through independent contractors do not require registration. Offerors should consult the Code of Virginia Section 13.1-757 for more information.

9.20 Cooperative Procurement

As authorized in Section 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories

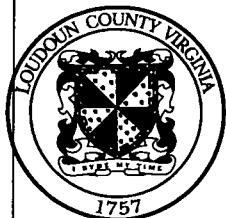
of the United States, and the District of Columbia with the consent of the contractor.

9.21 W-9 Form Required

Each offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

9.22 Insurance Coverage

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.



Loudoun County, Virginia

Division of Procurement  
One Harrison Street, 4th Floor  
Leesburg, Virginia 20175

**10.0 OPERATION OF YOUTH SHELTER FACILITY  
PROPOSAL SUBMISSION FORMS**

THE FIRM OF: \_\_\_\_\_

Address: \_\_\_\_\_

FEIN \_\_\_\_\_

Hereby agrees to provide the requested services as defined in Request for Proposal No. QQ-01429 for the price as stated in the price proposal.

The following shall be returned with your proposal. Failure to do so may be cause for rejection of proposal as non-responsive. It is the responsibility of the Offeror to ensure that he has received all addenda.

| ITEM:                                   | INCLUDED: (X) |
|---|---------------|
| 1. References                           | _____         |
| 2. Addenda, if any.                     | _____         |
| 3. One (1) original and four (4) copies | _____         |
| 4. Proposal Response Information        | _____         |
| 5. W-9 Form                             | _____         |
| 6. Certificate of Insurance             | _____         |

Person to contact regarding this proposal: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Name of person authorized to bind the Firm (9.5): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

QQ-01429

Please take the time to mark the appropriate line and return with your proposal.

|   |  |
|---|--|
| <input type="checkbox"/> Associated Builders & contractors            | <input type="checkbox"/> Loudoun Times Mirror                      |
| <input type="checkbox"/> Bid Net                                      | <input type="checkbox"/> Our Web Site                              |
| <input type="checkbox"/> Builder's Exchange of Virginia               | <input type="checkbox"/> NIGP                                      |
|   | <input type="checkbox"/> The Plan Room                             |
| <input type="checkbox"/> Email notification from Loudoun County       | <input type="checkbox"/> Reed Construction Data                    |
| <input type="checkbox"/> Dodge Reports                                |  |
| <input type="checkbox"/>  | <input type="checkbox"/> Tempos Del Mundo                          |
| <input type="checkbox"/> India This Week                              | <input type="checkbox"/> Valley Construction News                  |
| <input type="checkbox"/> LS Caldwell & Associates                     | <input type="checkbox"/> Virginia Business Opportunities           |
| <input type="checkbox"/> Loudoun Co Small Business Development Center | <input type="checkbox"/> VA Dept. of Minority Business Enterprises |
| <input type="checkbox"/> Loudoun Co Chamber of Commerce               | <input type="checkbox"/> RAPID                                     |

☐ Other \_\_\_\_\_

### SERVICE RESPONSE CARD

QQ-01429

Date of Service: \_\_\_\_\_

#### How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

#### COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Thank you for your response!

We can better assess our service to *you* through feed back from *you*.

Your Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ (day) \_\_\_\_\_ evening

**Please return completed form to: Patty Cogle • Procurement •  
PO Box 7000 • Leesburg, VA 20177**

**RIDER CLAUSE**  
**Use of Contract by Members of the**  
**Northern Virginia Cooperative Purchasing Council and**  
**the Metropolitan Washington Council of Governments**

RFP OPERATION OF YOUTH SHELTER FACILITY QQ- 01429

This clause is intended to allow a successful contractor to offer the goods and services of the proposal to other member jurisdictions of the Northern Virginia Cooperative Purchasing Council and the Metropolitan Washington Council of Governments. If a mark is made in the **YES** column next to a member name, the pricing, terms and conditions of the final contract are offered to the appropriate member. The successful contractor may directly notify any member jurisdiction of the availability of the contract.

Offering to sell goods and services as a result of this solicitation to other member jurisdictions is voluntary on the offeror's part. A member jurisdiction's participation in the contract is voluntary, also. Any jurisdiction obligated to participate in the contract is indicated in the body of the solicitation and contract.

Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, may withdraw its extension of the award to that jurisdiction. The member jurisdiction(s) which awards the contract as a result of this solicitation is responsible for the award, etc. of its portion of the contract only. The issuing jurisdiction shall not be held liable

Each member jurisdiction which purchases as a result of this offer will be responsible for placing orders directly with the successful vendor, arranging all deliveries, reconciling discrepancies and invoices, and issuing payments.

Failure to offer the terms and conditions of the contract to any member will neither disqualify an offeror nor adversely affect the award of the contract.

**OFFEROR'S AUTHORIZATION FOR PARTICIPATION:**

| YES | JURISDICTION                            | YES | JURISDICTION                                   |
|-----|---|-----|--|
|     | City of Alexandria, VA                  |     | Loudoun County Sanitation Authority            |
|     | Alexandria Public Schools               |     | City of Manassas, VA                           |
|     | Alexandria Sanitation Authority         |     | City of Manassas Park, VA                      |
|     | Arlington County, VA                    |     | City of Manassas Public Schools                |
|     | Arlington Public Schools                |     | Maryland - National Capital Park & Planning    |
|     | Charles County Public Schools           |     | Commission                                     |
|     | City of Bowie, MD                       |     | Metropolitan Washington Airports Authority     |
|     | City of College Park, MD                |     | Metropolitan Washington Council of Governments |
|     | Culpeper County, Virginia               |     | Winchester, VA                                 |
|     | District of Columbia                    |     | Montgomery College                             |
|     | District of Columbia Courts             |     | Montgomery County, MD                          |
|     | District of Columbia Schools            |     | Montgomery County Public Schools               |
|     | District of Columbia Water & Sewer Auth |     | Northern Virginia Community College            |
|     | City of Fairfax, VA                     |     | Northern Virginia Planning District Commission |
|     | Fairfax County, VA                      |     | Prince George's County, MD                     |
|     | Fairfax County Public Schools           |     | Prince George's County Public Schools          |
|     | Fairfax County Water Authority          |     | Prince William County, VA                      |
|     | City of Falls Church, VA                |     | Prince William County Public Schools           |
|     | Fauquier County, VA                     |     | Prince William County Service Authority        |
|     | Fauquier County Schools                 |     | Town of Purcellville, VA                       |
|     | City of Frederick, MD                   |     | City of Rockville, MD                          |
|     | Frederick County, MD                    |     | Spotsylvania County Schools                    |
|     | Frederick County Public Schools         |     | Stafford County, VA                            |
|     | City of Gaithersburg, MD                |     | Stafford County Public Schools                 |
|     | George Mason University                 |     | City of Takoma Park, MD                        |
|     | City of Greenbelt, MD                   |     | Upper Occoquan Sewage Authority                |
|     | Town of Herndon, VA                     |     | Town of Vienna, VA                             |
|     | Town of Leesburg, VA                    |     | Washington Metropolitan Area Transit Authority |
|     | Loudoun County Public Schools           |     | Washington Suburban Sanitary Commission        |
|     |   |     | Winchester Public Schools                      |

OFFEROR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
Please complete form and return with proposal. Revised 6/2006